

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Truist Bank, as Agent, as successor-by-merger to SunTrust Bank		02/24/2020	banking corporation: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	FXI, Inc.		
Street Address:	100 Matsonford Road		
Internal Address:	5 Radnor Corporate Circle, Ste 300		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087-4560		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 94			
Property Type	Number	Word Mark	
Registration Number:	4704304	A DEGREE OF DIFFERENCE	
Registration Number:	0959603	ACQUELL	
Registration Number:	3909263	ADAPTWO	
Registration Number:	2827617	AEROFONIC	
Registration Number:	4018298	AERUS	
Registration Number:	3944296	AERUS NATURAL	
Registration Number:	5201993	ALL SEASONS	
Serial Number:	87415571	AMBIAIRE	
Registration Number:	4704305	AMBIESSENCE	
Registration Number:	4090119	ANATOMIC GLOBAL	
Registration Number:	4298167	ANEW	
Registration Number:	2158721	AQUAZONE	
Registration Number:	4060144	AQUAZONE WIPE DRY	
Registration Number:	3991178	AQUAZONE WIPEDRY	
Registration Number:	4694029	BIOS	
Registration Number:	2059944	BLACK DIAMOND	
Registration Number:	3928929	BODYZONE	

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TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2902439	BODYZONE
Registration Number:	4366075	BREATHE BETTER
Serial Number:	87203256	CAPTOR
Registration Number:	4812028	CELLULEX
Registration Number:	4344253	CLIMATE FLOW
Registration Number:	1926941	CUSTOMFIT
Serial Number:	87415498	CYPRIMUM
Registration Number:	4756197	DREAM REST
Registration Number:	1456545	DRI-FAST
Serial Number:	87611992	DURABSORB
Registration Number:	3839659	ECOMEMORY FOAM
Registration Number:	3028433	ELECTRELL
Registration Number:	3115393	ELECTROCELL
Registration Number:	3280981	ENERGIA
Registration Number:	1360538	EVA-DRI
Registration Number:	3696658	FXI
Registration Number:	3696674	FXI
Registration Number:	3691171	FXI
Registration Number:	3840968	FXI
Registration Number:	1206771	GFI
Registration Number:	1206770	GFI
Serial Number:	87274862	GOOD FOR YOU. GOOD FOR THE GLOBE
Registration Number:	3838775	GREEN BLEND
Registration Number:	4359966	GUTTERCLEAR 365
Registration Number:	1570939	HYFONIC I
Registration Number:	3027215	LEAF DEFIER
Registration Number:	2063085	LUXURYBOND
Serial Number:	87140287	MAXPERM
Registration Number:	4415247	MEMGEL
Registration Number:	4851898	MEMGEL LITE
Registration Number:	4676418	MEMGEL SWIRL
Registration Number:	4731752	MEMORY LANE
Registration Number:	2577938	PASSION
Registration Number:	4075220	PEST DEFIER
Registration Number:	2738990	PILLOWFLEX
Registration Number:	1016884	PROTECTAIR
Registration Number:	5287586	PURELINE
Registration Number:	4013159	PURE7SERIES

Property Type	Number	Word Mark
Registration Number:	4404657	PUZZLE
Registration Number:	0928907	PYRELL
Registration Number:	1394867	PYROCUSHION
Registration Number:	2539702	QUILTFLEX
Registration Number:	2703026	QYLITE
Registration Number:	4049903	RAIN FILTER GREEN GUTTER FILTRATION
Registration Number:	2129337	REFLEX
Registration Number:	2849196	REFLEX
Registration Number:	2508035	REFLEX CORE
Registration Number:	2483503	REFLEX HR
Registration Number:	2795085	REFLEX MR
Registration Number:	3495856	REFLEX NATURAL
Registration Number:	2883248	REFLEX PLUS
Registration Number:	2887806	REFLEX PLUS
Registration Number:	2505496	REFLEX WRAP
Registration Number:	4401431	REJUVIGEL
Serial Number:	87122730	RESILILUX
Registration Number:	2626728	SENSUS
Registration Number:	2091360	SHAPING THINGS TO COME
Registration Number:	1151039	SIF
Registration Number:	1676775	SIF FELT
Registration Number:	4418896	SLEEP CREATIONS
Registration Number:	2924366	SLEEP SOLUTIONS
Registration Number:	2688809	SMOOTHBOND
Registration Number:	3274092	SMT
Serial Number:	87558983	SMT
Registration Number:	2595217	SPECTROSEAL
Registration Number:	2658043	SPECTROSEAL
Registration Number:	2478263	SPECTRUM
Registration Number:	2402718	SPILLTRAP
Registration Number:	3938025	SUNBURST
Registration Number:	3940952	SURE FORM
Registration Number:	3527991	SUREFILL
Registration Number:	5108207	TRIM CRAFT
Registration Number:	4589678	VALEO
Registration Number:	1022669	VELVE
Registration Number:	4187220	VENUS
Serial Number:	87192049	VEROCOMFORT

Property Type	Number	Word Mark
Registration Number:	3550675	WHISPEX

CORRESPONDENCE DATA

Fax Number: 4045228409

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-420-5527

Email: rjk@phrd.com

Correspondent Name: Rhonda J. Kenyeri, Paralegal

Address Line 1: 303 Peachtree Street, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Kathleen O. Currey
SIGNATURE:	/koc/
DATE SIGNED:	02/26/2020

Total Attachments: 7

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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Release”) is made as of February 24, 2020 (“Effective Date”), by TRUIST BANK, a North Carolina banking corporation, successor-by-merger to SUNTRUST BANK, a Georgia banking corporation, in its capacity as agent for the Lenders (as such term is defined in the below defined Credit Agreement) (together with its successors in such capacity, “Agent”), in favor of FXI, INC., a Delaware corporation (“Company”).

WHEREAS, reference is made to that certain Revolving Credit and Term Loan Agreement, dated as of November 2, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Company, certain Affiliates of Company that may join the Credit Agreement as a borrower after the date thereof, Agent, Lenders and other parties thereto and that certain Security Agreement dated as of November 2, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Company, certain Affiliates of the Company, Agent and other parties thereto;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of November 2, 2017 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Trademark Security Agreement”), by and between Company and Agent, Company granted, assigned and conveyed to Agent, for the benefit of the Secured Parties, a security interest in and to certain intellectual property of Company;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 2, 2017 at Reel 6195 and Frame 0679; and

WHEREAS, Agent now desires to release its security interest in the Trademark Collateral (as such term is defined in the Trademark Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby covenants and agrees as follows:

1. Defined Terms. Unless otherwise specified herein, all capitalized terms used but not defined herein have the meanings given to them in the Security Agreement or the Trademark Security Agreement, as appropriate.

2. Release of Grant of Security Interest. Agent, on behalf of itself and Secured Parties, hereby (i) terminates and cancels the Trademark Security Agreement and (ii) terminates, cancels, releases and discharges all of its security interest and the Secured Parties’ security interest in all of Company’s right, title and interest in and to the Trademark Collateral granted pursuant to the Trademark Security Agreement and the Security Agreement, and reassigns and conveys to Company all right, title and interest of Agent and of the Secured Parties in the Trademark Collateral, including, without limitation, in the following:

2.1 all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, other source identifiers, all applications and recording applications filed in connection therewith and all renewals thereof, including, without limitation, those set forth on Schedule A hereto, together, in each case, with the goodwill symbolized thereby;

2.2 all rights of any kind whatsoever of Company accruing under or corresponding to any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

2.3 any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

2.4 any and all claims and causes of action, with respect to any of the foregoing, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, misuse, violation, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, such damages.

3. Recordation. Agent authorizes and requests that the Commissioner of Trademarks of the United States Patent and Trademark Office and any other applicable government officer or relevant governmental authority record this Release.

4. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Agent's expense, as may be reasonably necessary to effect, record or evidence more fully the release of the security interest in the Trademark Collateral contemplated hereby.

5. Governing Law. This Release shall be construed in accordance with and governed by the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

TRUIST BANK, successor-by-merger to SunTrust
Bank, as Agent


By: 

Name: **Christopher N. Jensen**




Title: Vice President

Schedule A


Trademarks

Trademark Name	Country	Status	App Number	Filing Date	Reg. Number	Reg. Date	Owner/Assignee
A DEGREE OF DIFFERENCE	USA	Registered	85/842238	06-Feb-13	4704304	17-Mar-15	FXI, Inc.
ACQUELL	USA	Registered	72/409833	09-Dec-71	959603	29-May-73	FXI, Inc.
ADAPTWO	USA	Registered	77/945702	26-Feb-10	3909263	18-Jan-11	FXI, Inc.
AEROFONIC	USA	Registered	78/103881	21-Jan-02	2827617	30-Mar-04	FXI, Inc.
AERUS	USA	Registered	85/109040	17-Aug-10	4018298	30-Aug-11	FXI, Inc.
AERUS NATURAL	USA	Registered	85/119406	31-Aug-10	3944296	12-Apr-11	FXI, Inc.
ALL SEASONS (Supplemental Register)	USA	Registered	87/131609	09-Aug-16	5201993	9-May-17	FXI, Inc.
AMBIAIRE	USA	Pending	87415571	18-Apr-17			FXI, Inc.
AMBIESSENCE	USA	Registered	85/842270	06-Feb-13	4704305	17-Mar-15	FXI, Inc.
ANATOMIC GLOBAL and Design 	USA	Registered	85/289406	07-Apr-11	4090119	24-Jan-12	FXI, Inc.
ANEW	USA	Registered	85/679173	17-Jul-12	4298167	05-Mar-13	FXI, Inc.
AQUAZONE	USA	Registered	75/271956	09-Apr-97	2158721	19-May-98	FXI, Inc.
AQUAZONE WIPE DRY	USA	Registered	85/313403	05-May-11	4060144	22-Nov-11	FXI, Inc.
AQUAZONE WIPEDRY	USA	Registered	85/097886	02-Aug-10	3991178	05-Jul-11	FXI, Inc.
BIOS	USA	Registered	85/842246	06-Feb-13	4694029	3-Mar-15	FXI, Inc.
BLACK DIAMOND	USA	Registered	74/717878	21-Aug-95	2059944	06-May-97	FXI, Inc.
BODYZONE	USA	Registered	77/513157	02-Jul-08	3928929	08-Mar-11	FXI, Inc.
BODYZONE	USA	Registered	78/250881	16-May-03	2902439	09-Nov-04	FXI, Inc.
BREATHE BETTER	USA	Registered	85/737815	25-Sep-12	4366075	09-Jul-13	FXI, Inc.
CAPTOR	USA	Allowed	87/203256	14-Oct-16			FXI, Inc.
CELLULEX	USA	Registered	86/525864	06-Feb-15	4812028	15-Sep-15	FXI, Inc.
CLIMATE FLOW	USA	Registered	85/717953	31-Aug-12	4344253	28-May-13	FXI, Inc.

[Schedule A to Termination and Release of Trademark Security Agreement]

Trademark Name	Country	Status	App Number	Filing Date	Reg. Number	Reg. Date	Owner/Assignee
CUSTOMFIT	USA	Registered	74/435271	14-Oct-93	1926941	17-Oct-95	FXI, Inc.
CYPRIMUM	USA	Pending	87/415498	18-Apr-17			FXI, Inc.
DREAM REST	USA	Registered	85/430123	23-Sep-11	4756197	16-Jun-15	FXI, Inc.
DRI-FAST	USA	Registered	73/643516	09-Feb-87	1456545	08-Sep-87	FXI, Inc.
DURABSORB	USA	Pending	87/611992	18-Sep-17			
ECOMEMORY FOAM and Design 	USA	Registered	77/345200	05-Dec-07	3839659	31-Aug-10	FXI, Inc.
ELECTRELL	USA	Registered	78/502217	19-Oct-04	3028433	13-Dec-05	FXI, Inc.
ELECTROCELL	USA	Registered	78/976778	19-Jul-04	3115393	11-Jul-06	FXI, Inc.
ENERGIA	USA	Registered	78/978468	02-Feb-06	3280981	14-Aug-07	FXI, Inc.
EVA-DRI	USA	Registered	73/492299	30-Jul-84	1360538	17-Sep-85	FXI, Inc.
FXI	USA	Registered	77/486516	29-May-08	3696658	13-Oct-09	FXI, Inc.
FXI	USA	Registered	77/492052	05-Jun-08	3696674	13-Oct-09	FXI, Inc.
FXI	USA	Registered	77/492066	05-Jun-08	3691171	06-Oct-09	FXI, Inc.
FXI (Stylized and/or with Design) 	USA	Registered	77/921600	27-Jan-10	3840968	31-Aug-10	FXI, Inc.
GFI	USA	Registered	73/163187	22-Mar-78	1206771	31-Aug-82	FXI, Inc.
GFI and DESIGN 	USA	Registered	73/161702	10-Mar-78	1206770	31-Aug-82	FXI, Inc.
GOOD FOR YOU. GOOD FOR THE GLOBE.	USA	Pending	87/274862	20-Dec-16			FXI, Inc.
GREEN BLEND	USA	Registered	77/704972	02-Apr-09	3838775	24-Aug-10	FXI, Inc.
GUTTERCLEAR 365	USA	Registered	85/596045	12-Apr-12	4359966	02-Jul-13	FXI, Inc.
HYFONIC I	USA	Registered	73/782430	23-Feb-89	1570939	12-Dec-89	FXI, Inc.
LEAF DEFIER	USA	Registered	78/424635	25-May-04	3027215	13-Dec-05	FXI, Inc.

[Schedule A to Termination and Release of Trademark Security Agreement]

Trademark Name	Country	Status	App Number	Filing Date	Reg. Number	Reg. Date	Owner/ Assignee
LUXURYBOND	USA	Registered	75/100815	08-May-96	2063085	20-May-97	FXI, Inc.
MAXPERM	USA	Pending	87/140,287	16-Aug-16			FXI, Inc.
MEMGEL	USA	Registered	85/350608	20-Jun-11	4415247	08-Oct-13	FXI, Inc.
MEMGEL LITE	USA	Registered	86/200,289	21-Feb-14	4851898	10-Nov-15	FXI, Inc.
MEMGEL SWIRL	USA	Registered	86/104683	29-Oct-13	4676418	20-Jan-15	FXI, Inc.
MEMORY LANE	USA	Registered	85/367561	11-Jul-11	4731752	5-May-15	FXI, Inc.
PASSION	USA	Registered	76/196206	18-Jan-01	2577938	11-Jun-02	FXI, Inc.
PEST DEFIER	USA	Registered	85/199398	16-Dec-10	4075220	20-Dec-11	FXI, Inc.
PILLOWFLEX	USA	Registered	78/071064	26-Jun-01	2738990	15-Jul-03	FXI, Inc.
PROTECTAIR	USA	Registered	73/029505	14-Aug-74	1016884	29-Jul-75	FXI, Inc.
PURELINE	USA	Pending	87/105,214	15-Jul-16	5287586	12-Sep-17	FXI, Inc.
PURE7SERIES	USA	Registered	77/909365	11-Jan-10	4013159	16-Aug-11	FXI, Inc.
PUZZLE	USA	Registered	85/737826	25-Sep-12	4404657	17-Sep-13	FXI, Inc.
PYRELL	USA	Registered	72/377943	04-Dec-70	0928907	15-Feb-72	FXI, Inc.
PYROCUSHION	USA	Registered	73/566532	04-Nov-85	1394867	27-May-86	FXI, Inc.
QUILTFLEX	USA	Registered	76/102090	02-Aug-00	2539702	19-Feb-02	FXI, Inc.
QYLITE	USA	Registered	76/157145	31-Oct-00	2703026	01-Apr-03	FXI, Inc.
RAIN FILTER GREEN GUTTER FILTRATION and Design 	USA	Registered	77/921277	27-Jan-10	4049903	01-Nov-11	FXI, Inc.
REFLEX	USA	Registered	75/020225	15-Nov-95	2129337	13-Jan-98	FXI, Inc.
REFLEX	USA	Registered	78/097514	10-Dec-01	2849196	01-Jun-04	FXI, Inc.
REFLEX CORE	USA	Registered	75/894449	12-Jan-00	2508035	13-Nov-01	FXI, Inc.
REFLEX HR	USA	Registered	75/827216	21-Oct-99	2483503	28-Aug-01	FXI, Inc.
REFLEX MR	USA	Registered	75/592788	20-Nov-98	2795085	16-Dec-03	FXI, Inc.
REFLEX NATURAL	USA	Registered	77/391465	07-Feb-08	3495856	02-Sep-08	FXI, Inc.
REFLEX PLUS	USA	Registered	78/229073	24-Mar-03	2883248	07-Sep-04	FXI, Inc.
REFLEX PLUS	USA	Registered	78/236728	11-Apr-03	2887806	21-Sep-04	FXI, Inc.

[Schedule A to Termination and Release of Trademark Security Agreement]

Trademark Name	Country	Status	App Number	Filing Date	Reg. Number	Reg. Date	Owner/ Assignee
REFLEX WRAP	USA	Registered	75/920899	16-Feb-00	2505496	06-Nov-01	FXI, Inc.
REJUVIGEL	USA	Registered	85/679166	17-Jul-12	4401431	10-Sep-13	FXI, Inc.
RESILILUX	USA	Pending	87/122730	01-Aug-16			FXI, Inc.
SENSUS	USA	Registered	78/067443	05-Jun-01	2626728	24-Sep-02	FXI, Inc.
SHAPING THINGS TO COME	USA	Registered	75/178255	07-Oct-96	2091360	26-Aug-97	FXI, Inc.
SIF	USA	Registered	73/222902	11-Jul-79	1151039	14-Apr-81	FXI, Inc.
SIF FELT	USA	Registered	74/053250	26-Apr-90	1676775	25-Feb-92	FXI, Inc.
SLEEP CREATIONS	USA	Registered	85/104044	10-Aug-10	4418896	15-Oct-13	FXI, Inc.
SLEEP SOLUTIONS	USA	Registered	78/272462	10-Jul-03	2924366	01-Feb-05	FXI, Inc.
SMOOTHBOND	USA	Registered	78/125184	30-Apr-02	2688809	18-Feb-03	FXI, Inc.
SMT	USA	Registered	77/071316	26-Dec-06	3274092	07-Aug-07	FXI, Inc.
SMT	USA	Pending	87/558983	7-Aug-17			FXI, Inc.
SPECTROSEAL	USA	Registered	75/929997	07-Feb-00	2595217	16-Jul-02	FXI, Inc.
SPECTROSEAL	USA	Registered	76/172528	29-Nov-00	2658043	10-Dec-02	FXI, Inc.
SPECTRUM	USA	Registered	75/207909	04-Dec-96	2478263	14-Aug-01	FXI, Inc.
SPILLTRAP	USA	Registered	75/606710	16-Dec-98	2402718	07-Nov-00	FXI, Inc.
SUNBURST	USA	Registered	85/103144	09-Aug-10	3938025	29-Mar-11	FXI, Inc.
SURE FORM	USA	Registered	85/137386	24-Sep-10	3940952	05-Apr-11	FXI, Inc.
SUREFILL	USA	Registered	77/023087	17-Oct-06	3527991	04-Nov-08	FXI, Inc.
TRIM CRAFT	USA	Registered	86/963,592	04-Apr-16	5108207	27-Dec-16	FXI, Inc.
VALEO	USA	Registered	85/918441	30-Apr-13	4589678	19-Aug-14	FXI, Inc.
VELVE	USA	Registered	73/046343	10-Mar-75	1022669	14-Oct-75	FXI, Inc.
VENUS	USA	Registered	78/805179	02-Feb-06	4187220	07-Aug-12	FXI, Inc.
VEROCOMFORT	USA	Pending	87/192049	04-Oct-16			FXI, Inc.
WHISPEX	USA	Registered	77/048496	21-Nov-06	3550675	23-Dec-08	FXI, Inc.

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